

Alfred Clark  
5613 Harmony Ave.  
Las Vegas, NV 89107  
In Propria persona

UNITED STATES DISTRICT COURT FOR  
THE STATE OF NEVADA

ALFRED CLARK,

Plaintiff,

vs.

NEW CENTURY MORTGAGE  
COMPANY

US BANK, NATIONAL ASSOCIATION,

BARCLAYS CAPITAL REAL ESTATE  
INC., dba HOMEQ SERVICING,  
ATTORNEY IN FACT,

WESTERN PROGRESSIVE - NEVADA,  
INC.,

OCWEN LOAN SERVICING, LLC.  
Defendant(s).

Case No.: 2:17-cv-01065-JAD-VCF

**MOTION IN OPPOSITION OF  
DEFENDANTS MOTION TO STAY  
DISCOVERY**

**MOTION IN OPPOSITION OF DEFENDANTS MOTION TO STAY DISCOVERY  
AND MEMORANDUM OF POINTS OF AUTHORITY**

**INTRODUCTION**

1. I, Alfred Clark, in my private capacity, making a special appearance in this court of record for Alfred Clark, hereinafter Plaintiff, do depose and say that I am competent to testify that I have personal, first-hand knowledge of the matters herein testified to, and that I am of the age of majority, and that the contents of this **Motion in Opposition of Defendants**

1 **motion to stay discovery** are true, correct, complete, and certain, admissible as evidence, and  
2 reasonable and just to the best of my knowledge, information, and belief, and if called as a  
3 witness, I could competently testify to the matters herein set forth which are within my  
4 personal knowledge. Plaintiff Alfred Clark requests this court of record to **deny defendants**  
5 **motion to stay discovery, motion to dismiss as well as motion for judicial review.** As of to  
6 date, defendants Ocwen, US Bank, nor Western Progressive has not provided verifiable  
7 evidence for this court nor any other court of record that they are a real party of interest to  
8 bring a foreclosure action against Plaintiff Alfred Clark in reference to property address 5613  
9 Harmony Ave Las Vegas, NV 89107. Nor has defendant Barclays Capital Real Estate dba  
10 Homeq provided for neither this court nor any other court of record verifiable evidence that  
11 they received permission from the liquidated trustee Alan M. Jacobs to execute the document  
12 in question instrument number 20090313-0004015 in favor of US Bank. Claiming New  
13 Century assigned all rights, title, and interest on 01/09/2009 post-bankruptcy.  
14  
15  
16  
17

### 18 **FACTS BACKED BY DIRECT EVIDENCE**

19 As of to date, Defendants through their counsel Ocwen, US Bank, Western Progressive and  
20 Barclays Capital Real Estate dba Homeq has provided for this court nothing more than  
21 baseless and unsubstantiated allegations.  
22

- 23 1. Barclay's dba Homeq through their counsel states that they were granted relief from  
24 stay in reference to New Century Bankruptcy February 19, 2008. Somehow allowing  
25 Barclays to execute and record document #20090313-0004015 post-bankruptcy without  
26 permission from the liquidated trustee and with leave of the bankruptcy court, which is  
27 an impossibility. As Plaintiff Alfred Clark has provided for this court self- verifying  
28 evidence that the stay was terminated. As well as its attorney in fact as New Century  
29 assets were controlled by appointed liquidated trustee Alan M. Jacobs **affective date**

July 14, 2008. As shown in exhibit A of Plaintiffs reply in opposition of defendants motion to dismiss with prejudice as well as request for judicial review. And there is no proof or evidence to the contrary.

2. Counsel for the defendants US Bank, Ocwen, and Western Progressive have stated multiple allegations in an attempt to mislead. 1.) On page 4 Line 4, of Defendants Motion to Dismiss alleging that New Century sold the note to US Bank on 12/01/2006 with no verifiable evidence. 2.) On Page 10 Line 14 And then alleging that the loan was never part of the New Century bankruptcy without verifiable evidence. 3.) Page 4 Line 7 of Defendants Motion to Dismiss and then alleging that because of the New Century Bankruptcy the transfer could not take place in a timely manner. As of to date, defendants through their council has not provided for this court or any other court a scintilla of verifiable evidence that a legal and lawful transfer from New Century to US Bank on 12/01/2006 of the loan in reference to property address 5613 Harmony Ave. Las Vegas, NV 89107 ever existed; as there is no record of such only an allegation by the defendants through their council and document # 20090313-0004015 three and a half years later and post-bankruptcy without verifiable evidence. 4.) Page 4 Line 4 And then Alleges that on 12/01/2006 New Century transferred the loan to the pooling and servicing without verifiable evidence. 5.) Page 4 Line 7 of Defendants reply in Support of Motion to Dismiss alleging that Joyce Nelson for New Century legally signed document # 20090313-0004015 post-bankruptcy as assisted secretary for New Century on 01/09/2009 and recorded into public record on 03/13/2009 without a scintilla of verifiable evidence that the loan in reference to Plaintiff Alfred Clarks private property address 5613 Harmony Ave. Las Vegas, NV 89107 was ever legally or lawfully assigned to US Bank from New Century through Barclays dba Homeq as attorney in fact.

3. In U.S. BANK NATIONAL ASSOCIATION, as trustee for the Structured Asset Securities Corporation Mortgage Pass- Through Certificates, Series 2006-Z

Vs.

1 Antonio Ibanez (Massachusetts Supreme Court Case # 08-384283 (KCL)

2 Page 8:

3 To foreclose on a mortgage securing property, one must be the holder of the mortgage. To be  
4 the holder of the mortgage, one must be the original mortgagee or be the assignee under a valid  
5 assignment of the mortgage. It is not sufficient to possess the mortgagors promissory note. The

6 Land court correctly held that the plaintiff US Bank and Wells Fargo were not holders of the  
7 Ibanez and LaRace mortgages at the time of the foreclosures because they were not assignees  
8 of valid assignments of the mortgages. Without valid assignment the plaintiff lacks the legal  
9 authority to foreclose. This, without more, is sufficient grounds on which to invalidate the

10 foreclosure. As Plaintiff Alfred Clark has provided for the court through self-verified evidence,  
11 that defendants Ocwen, US Bank, nor Western Progressive never at any time was a real party  
12 of interest to bring a foreclosure action in reference to property address 5613 Harmony Ave Las

13 Vegas, NV 89107, as stated in the original complaint, US Bank claiming to be beneficiary  
14 never at any time was assigned a valid and legal assignment. As such, council for the  
15 defendant's states that borrower cannot challenge assignments; that too has been defeated.

16 However, as Plaintiff Alfred Clark has stated in the original complaint as well as all other  
17 motions, defendants US Bank, Ocwen, and Western Progressive relies solely on document #  
18 20090313-0004016 that was fabricated and executed by Barclays dba Homeq in favor of US  
19 Bank by themselves, for themselves, and to themselves to lay claim to property address 5613  
20 Harmony Ave Las Vegas, NV 89107 to bring a foreclosure action against Plaintiff Alfred Clark.

21 Never at any time did the defendant Barclays dba Homeq receive permission from the  
22 liquidated trust to execute said document in question, as such, defendants US Bank was never  
23 legally assigned said loan; as New Century had no rights to the loan on 12/01/2006 that it could

24 legally sell to US Bank. And therefore the document in question instrument #20090313-  
25 0004015 could not be considered a legal and lawful assignment. As the true and correct time

26 line shows, that of which **discovery** will agree. And now comes defendants through their  
27 council, seeking the assistance of the judicial system and this court of record to deprive  
28 Plaintiff Alfred Clark of his private property in reference to address 5613 Harmony Ave Las  
29

1 Vegas, NV 89107 in asking for a dismissal of Plaintiff's Alfred Clark complaint based solely  
2 on an opinion that of Counsel for the Defendant(s) the same, requesting a motion of stay on  
3 discovery in which council for the defendants Ocwen, Western Progressive and US Bank has  
4 already agreed to in not opposing in a timely manner. As such, there is no good cause in  
5 requesting the stay of discovery. With these facts backed by direct self-verifying evidence, **the**  
6 **motion to dismiss should be denied as well as the motion for judicial review and the**  
7 **motion to stay discovery in its entirety.**

### 9 CONCLUSION

#### 10 ALL FACTS ARE BACKED BY DIRECT EVIDENCE

11 As Plaintiff Alfred Clark has shown, by and through direct evidence that of self-verifying that  
12 never at any time did New Century have legal rights to the note that it could sell or transfer to  
13 US Bank nor US Bank as trustee under Pooling and Servicing on 12/01/2006 as alleged by the  
14 defendants through their council. As evidence shows provided by Plaintiff Alfred Clark never  
15 at any time was the loan, nor deed of trust nor any part thereof in reference to property address  
16 5613 Harmony Ave. Las Vegas, NV 89107 legally and/or lawfully assigned to US Bank from  
17 New Century, as alleged by defendants through their council. As there is neither record nor  
18 verified documentation of such; only an allegation that has been stated by the defendants  
19 through their council. As such, the document instrument number 20090313-0004015 that was  
20 fabricated by defendants Barclays dba Homeq in favor of US Bank for themselves, by  
21 themselves, and to themselves and titled an assignment to lay claim to Plaintiffs private  
22 property in reference to the aforementioned address is not a legal and binding document.  
23 Council for the defendants, nor the defendants has provided for this court nor any other court  
24 not one law, statute or code that states a borrower have no rights to challenge a fraudulent  
25 document. As **discovery will agree. With these fact backed by direct evidence, the motion**  
26 **to stay discovery should be denied as well as the motion to dismiss and the motion for**  
27 **judicial notice. May the truth prevail.**

1  
2 Subscribed and affirmed, without prejudice, and with all rights reserved, the undersigned,  
3 Alfred Clark, Principal, by Special Appearance, without the United States, declares under  
4 penalty of perjury, under the laws of the United States of America, states as follows: All the  
5 facts herein are true, correct of my own personal knowledge.  
6

7  
8 IN WITNESS WHEREOF I hereunto set my hand and seal on this Sept 5  
9 day of Sept, 2017 and hereby certify all the statements  
10 made above are true, correct and complete.  
11

12  
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14 By; Alfred Clark  
15 Alfred Clark, All Rights Reserved  
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JURAT

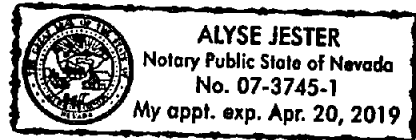
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of Nevada )

) subscribed and affirmed:

County of Clark )

On this 5 day of September, 2017, before me, the undersigned, a Notary Public in and for State of Nevada, Alfred Clark, personally appeared before me, known to me to be the one whose name is signed on this instrument, and has acknowledged to me that he has executed the same.



Signed: [Signature]

Seal

Printed Name: Alyse Jester

Date: 9-5-17

My Commission Expires: 4-20-19

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 5 day of ~~September~~ 2017, a true copy of the foregoing  
motion opposing motion to stay discovery was sent out in regular mail. UPS  
70163010000090800137

Wright, Finlay & Zak, LLP  
7785 W. Sahara Ave., Suite 200  
Las Vegas, NV 89117

Certified of mail receipt number 70163010000090800137

By: Alfred Clark

Alfred Clark, All Rights Reserved  
Plaintiff, in Propria persona